

REMARKS

In the Office Action mailed from the United States Patent and Trademark Office on March 23, 2006, the Examiner rejected Claims 1-12 and 18-23, provisionally, under the doctrine of obviousness-type double patenting in light of Applicant's co-pending Application No. 10/271,675, and under 35 U.S.C. §102(e) as being anticipated by Siegel et al. (2002/0046049). Accordingly, Applicant respectfully provides the following.

Obviousness-Type Double Patenting

Enclosed herewith please find a Terminal Disclaimer timely filed in compliance with 37 C.F.R. § 3.73. Accordingly, Applicant respectfully requests that the non-statutory obviousness-type double patenting rejection be removed.

Claim Rejections under 35 U.S.C. §102(e)

In the Office Action, the Examiner rejected claims 1-12 and 18-23 under 35 U.S.C. 102(e) as being anticipated by Siegel et al. (hereinafter Siegel) U.S. Publication 2002/0046049. In response, Applicant amended independent claims 1, 18 and 20 and provides the following remarks. The standard for a Section 102 rejection is set forth in M.P.E.P 706.02, which provides:

[F]or anticipation under 35 U.S.C. 102, the reference must teach every aspect of the claimed invention either explicitly or impliedly. Any feature not directly taught must be inherently present.

Applicant respectfully submits that the cited reference does not teach every aspect of the claimed invention. Applicant's amendments to independent claims 1, 18 and 20 further clarify the present invention's differences from Siegel, and notably independent claim 11 included this clarification as previously presented. In these claims, Applicant clarified that the allocated reward is allocated to the entity providing the unpaid debt to be collected. Applicant did so to highlight the fact that while Siegel teaches a collection method that incentivizes the Customer Service Representatives (CSRs) performing the collection process, the present invention incentivizes the entity providing the unpaid debt needing collection. In addition to Siegel's failure to explicitly teach this limitation, the practice is also contrary to Siegel because it would be against reason for a Bank to provided an incentive to itself for providing their own delinquent accounts. Moreover, the CSRs, who examiner likens to a collection agency, does not provide an incentive system to the bank for providing delinquent accounts.

In a similar manner, the claims that include a prerequisite of education and/or certification before receiving the above-mentioned reward—claims 3,4,5,11,12—all include, through antecedent basis, the clarification that the entities receiving reward are those providing delinquent accounts.

Siegel also differs from the present invention is several other key ways. Claims 1, 8, 20 and 9 include "selectively apportioning the portion of the unpaid debt that has been collect," (emphasis added), which divides collected funds between the creditor and the collector(s) according to negotiated percentages and/or voucher purchases. See Application page 21, lines 13-18; page 22, line 21 to page 23, line 17. Siegel fails to teach "selectively apportioning" the

collected debt. Respectfully, the Examiner misapplied Siegel in finding this limitation satisfied. In the Office Action Mailed September 26, 2006, Examiner stated that “Siegel teaches negotiating payment promises and schedules (page 4, paragraph 0057). This selectively apportions payment.” However, this definition is inconsistent with the “supporting description” as cited above, and therefore Examiner lacks basis for this rejection. See *In re Hyatt*, 211 F.3d 1367, 1372, 54, USPQ2d 1664, 1667 (Fed. Cir. 2000).

In addition, Siegel fails to teach a “voucher” system of claims 9 and 10, and fails to teach a system requiring a “minimum number of vouchers” or “minimum number of requests” as required in claims 10 and 19, respectively. Notably, the Examiner has not addressed the insufficiency of Siegel with respect to this limitation.

Therefore, because the amended claims now further clarify the differences between the present invention and Siegel, Applicant respectfully submits that the cited reference does not teach every aspect of the claimed invention. Consequently, Applicant respectfully requests the withdrawal of the Examiner’s rejection under 35 U.S.C. § 102(e).


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CONCLUSION

If any impediments to the allowance of this application for patent remain after the above amendments and remarks are entered, the Examiner is invited to initiate a telephone conference with the undersigned attorney of record.

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Respectfully submitted,



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